

GENERAL ORDERS, }

No. 43.

WAR DEPARTMENT.

ADJUTANT GENERAL'S OFFICE,

Washington, February 13, 1863.

I..Before a General Court Martial, which convened in the city of Saint Louis, Mo., September 24, 1862, pursuant to Special Orders, No. 239, dated Headquarters of the Army, September 13, 1862, and Special Orders, No. 260, dated September 25, 1862, and of which Brigadier General P. ST. GEORGE COOKE, U. S. Army, is President, was arraigned and tried—

Major *Justus McKinstry*, Quartermaster, U. S. A.

CHARGE.—“Neglect and violation of duty to the prejudice of good order and military discipline.”

Specification 1st—“In this; that he, Major *Justus McKinstry*, Quartermaster, at St. Louis, Missouri, in the Department of the West, when one Peter Wiles, of Saint Louis, had furnished to his department a number of horses fit and proper for the service, at about the price of one hundred dollars each, and was able and willing to furnish other like horses at the same cost, and offered to do so, refused to purchase said horses unless at a reduced price, and broke off his dealing with said Wiles, while he, said *McKinstry*, was purchasing from other persons—viz: Charles M. Elleard, B. F. Fox, Almon Thomson, F. J. Flannegon, James B. Neill, and others—horses no better, at the prices of one hundred and nineteen dollars and one hundred and fifty dollars each, to the gross waste and squandering of the public funds, and with the intent to throw the business into the hands of the dealers to whom he was paying the higher prices. This at Saint Louis, Missouri, on or about the tenth day of August, eighteen hundred and sixty-one.”

Specification 2d—“In this; that he, Major *Justus McKinstry*, Quartermaster, Saint Louis, Missouri, knowing that by allowing to one Peter Wiles, of the city of Saint Louis, a commission of five per cent. on the purchase price of the horses, he could procure a

large number of horses fit and proper for the service, and at a cost not exceeding one hundred dollars each, did not and would not purchase said horses, while, about the same time, he purchased other horses no better and at higher prices, to net one hundred and nineteen dollars each and one hundred and fifty dollars each, from other persons—to wit: Charles M. Elleard, James B. Neill, F. J. Flannegon, Ansyl Philips, and others—with intent to favor the purchasers at higher prices, and to the gross waste and squandering of the public funds. This at Saint Louis, about the tenth day of August, eighteen hundred and sixty-one.”

Specification 3d—“In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, at Saint Louis, Missouri, when one Frederick M. Colburn, of the city of St. Louis, had furnished to his department a number of cavalry horses fit and proper for the service, at the price of one hundred and eight dollars each, and was able and willing to furnish other like horses at the same cost, and offered to do so, refused and failed to inspect or receive said Colburn’s horses, and by neglecting to attend to said Colburn when he offered his horses, by refusing to grant him inspection, and by annoying said Colburn with delays and expenses, in keeping and feeding his horses without inspection, broke off his dealings with said Colburn, while he, Major *McKinstry*, Quartermaster as aforesaid, was purchasing other horses no better than Colburn’s from other persons—viz: James B. Neill, Almon Thomson, Charles M. Elleard, and F. J. Flannegon—at the price of one hundred and nineteen dollars each, to the waste and squandering of the public funds, and with intent to throw the business into the hands of the dealers to whom he was paying the higher prices. This about August twenty-second, eighteen hundred and sixty-one, at Saint Louis, Missouri.”

Specification 4th—“In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, at Saint Louis, Missouri, having contracted with one Oliver Lippencott to purchase from him, Lippencott, twelve mules at the price of ninety dollars each, and said Lippencott having brought said mules to the Quartermaster’s office

for delivery, failed and refused to have said mules inspected or considered under said contract, but sent one Ansyl Philips, from whom he, said *McKinstry*, was purchasing mules at one hundred and nineteen dollars each, to purchase the said mules from Lippencott; and when said Philips had purchased of said Lippencott seven of said mules at the price of seventy-five dollars each, he, said *McKinstry*, purchased the same seven mules from said Philips at a higher price, to wit: one hundred and nineteen dollars each, to the gross waste and squandering of the public funds, and with intent to favor the said Philips as a dealer. This about the eighth day of August, eighteen hundred and sixty-one, at Saint Louis, Mo."

Specification 5th—"In this; that he, Major *Justus McKinstry*, Quartermaster, at Saint Louis, when one Oliver Lippencott offered to sell him five mules at ninety dollars each, failed and refused to purchase said mules from Lippencott; and when said Lippencott had sold said mules to a Government contractor, whose name is unknown, he, said Major *McKinstry*, purchased the same five mules from said contractor at the price of one hundred and nineteen dollars each, with intent to favor such contractor, and to the gross waste and squandering of the public funds. This about the twentieth day of August, eighteen hundred and sixty-one."

Specification 6th—"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, when one John H. Morse, of Jefferson county, Missouri, went to him at his office in Saint Louis, Missouri, and offered to sell him a large number of mules fit and proper for the service, and inquired if he was going to purchase any more mules, falsely stated to said Morse that the Government was not in need of any more, which statement he, said *McKinstry*, knew to be false, thereby intending to compel said Morse to sell his mules to others, from whom he, *McKinstry*, was then purchasing these animals at exorbitant rates above the market value. This at Saint Louis, about the first day of August, eighteen hundred and sixty-one."

Specification 7th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, having need, on or about the tenth day of

August, eighteen hundred and sixty-one, to purchase for his department a large number of cavalry horses, did not and would not purchase them in the market nor for the market value; but authorized one Charles M. Elleard, of Saint Louis, without any advertisement for proposals, to furnish the same to him at one hundred and nineteen dollars each; and between that day and the twentieth day of September, in the same year, said Elleard had sold to said *McKinstry*, Quartermaster as aforesaid, about one thousand eight hundred cavalry horses, the market value of which was about ninety dollars only, each, on the average; he, said Major *McKinstry*, thereby then and there prostituting his office of Quartermaster, with intent to secure to said Elleard, and others in collusion with him, large gains, to the squandering and waste of the public funds and the disgrace of the service."

Specification 8th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, on or about the tenth day of August, eighteen hundred and sixty-one, having need to purchase a number of artillery horses for his department at Saint Louis, Missouri, did not and would not purchase them in the market nor for the market value; but, without any advertisement for proposals, authorized one Charles M. Elleard, of Saint Louis, to furnish the same to him at one hundred and fifty dollars each; and between that day and the twentieth day of September in the same year, said Elleard sold to said *McKinstry*, Quartermaster as aforesaid, about three hundred artillery horses for one hundred and fifty dollars each, the market value of which, on the average, was about one hundred and ten dollars only, each; he, said Major *Justus McKinstry*, thereby then and there prostituting his office as Quartermaster, with intent to secure to said Elleard, and others in collusion with him, large gains, to the waste and squandering of the public funds and to the disgrace of the service."

Specification 9th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, on or about the first day of August, eighteen hundred and sixty-one, at St. Louis, Mo., having need to purchase for his Department a large number of cavalry horses and

mules, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized one James B. Neill to furnish the same at one hundred and nineteen dollars each; and on that day, and divers days between that day and the first day of October in the same year, said Neill had sold to said Major *McKinstry*, Quartermaster as aforesaid, about one thousand cavalry horses and mules for one hundred and nineteen dollars each, the market value of which was about eighty dollars each; he, the said Major *Justus McKinstry*, Quartermaster, thereby then and there prostituting his office, with intent to secure to said Neill, and others in collusion with him, large gains, to the waste and misapplication of the public funds and the disgrace of the service."

Specification 10th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, on or about the first day of August, eighteen hundred and sixty-one, having need to purchase a large number of artillery horses for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, at St. Louis, Missouri, authorized one James B. Neill, of St. Louis, to furnish the same to him at one hundred and fifty dollars each; and between that day and the sixth day of October, eighteen hundred and sixty-one, said Neill sold to said Major *McKinstry*, Quartermaster as aforesaid, about three hundred artillery horses, at the price of one hundred and fifty dollars each, the market value of which was about one hundred and ten dollars each on the average; he, said Major *McKinstry*, thereby then and there prostituting his office, with intent to secure to said Neill, and others in collusion with him, large gains, to the misapplication and waste of the public funds and the disgrace of the service."

Specification 11th—"In this; that he, Major *Justus McKinstry*, Quartermaster, at St. Louis, on or about the twelfth day of September, eighteen hundred and sixty-one, having need to purchase a large number of mules for his department, did not and would not purchase the same in the market nor for the market price; but, at St. Louis, Mo., without any advertisement for proposals, authorized one Leonidas Haskell, of St. Louis, late of Cali-

fornia, to furnish the same to him at the price of one hundred and nineteen dollars each; and between that day and the twenty-seventh day of September, in the same year, said Haskell sold to Major *Justus McKinstry*, Quartermaster, about four thousand mules, at one hundred and nineteen dollars each, the market value of which was about one hundred dollars each on the average; he, said Major *Justus McKinstry*, thereby then and there prostituting his office as Quartermaster, with intent to secure to said Haskell large gains, to the waste and misapplication of the public funds and to the disgrace of the service."

Specification 12th—"In this; that he, Major *Justus McKinstry*, at St. Louis, Mo., about the 20th day of August, 1861, having need to purchase artillery and cavalry horses for the use of his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized one F. J. Flannegon, of St. Louis county, to furnish the same to him; that is to say, artillery horses for one hundred and nineteen dollars each, and cavalry horses for one hundred and eighteen dollars each; and in the residue of said month of August, and in the month of September, 1861, said Flannegon delivered under said authority about two hundred artillery horses, at the price of one hundred and nineteen dollars each, the market value of which was only about ninety dollars each; he, said Major *Justus McKinstry*, Quartermaster as aforesaid, thereby intending to secure to said Flannegon large gains, to the waste and squandering of the public funds."

Specification 13th—"In this; that he, Major *Justus McKinstry*, on or about the 20th day of August, 1861, having need to purchase a large number of artillery horses and cavalry horses for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized one Benjamin F. Fox, of Springfield, Illinois, to furnish the same to him at one hundred and nineteen dollars each for cavalry horses, and one hundred and fifty dollars each for artillery horses; and between that day and the first day of October, in the same year, said Fox sold to said Major *Justus*

McKinstry about five hundred cavalry horses for one hundred and nineteen dollars each, the market value of which was about ninety dollars each, and about two hundred artillery horses, the market value of which was about one hundred dollars each; he, the said Major *Justus McKinstry*, thereby then and there prostituting his office of Quartermaster, with intent to secure large gains to said Fox, to the waste and squandering of the public funds and the disgrace of the service."

Specification 14th—"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, having, about the 20th August, 1861, at St. Louis, Mo., contracted with one Benjamin F. Fox, of Illinois, to furnish him, as Quartermaster, a number of artillery horses for the price of one hundred and twenty-five dollars each, afterwards, when said Fox was performing his contract and was about to deliver a portion of the horses at that price, afterwards, about the 12th of September, 1861, out of mere favor to said Fox, and without any other consideration, agreed with said Fox to pay him one hundred and fifty dollars each for the same horses which said Fox had contracted to furnish at one hundred and twenty-five dollars each, and did receive from said Fox said horses accordingly, at the price of one hundred and fifty dollars each."

Specification 15th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, having authorized, as aforesaid, James B. Neill to furnish to his department cavalry horses for one hundred and nineteen dollars each, and artillery horses for one hundred and fifty dollars each, did suffer and permit said Neill to inspect, receive, and brand his own horses so sold to him, said *McKinstry*. This at St. Louis, on the eighteenth, nineteenth, and twentieth days of September, 1861, to the gross neglect and disregard of the interests of the service."

Specification 16th—"In this; that he, Major *Justus McKinstry*, Quartermaster, having authorized James B. Neill as aforesaid to furnish him artillery horses and cavalry horses as aforesaid, did suffer and permit said Neill to receive and brand horses as cavalry horses, furnished by himself as cavalry horses, at one hundred and nineteen dollars each, and afterwards to brand the same

horses as artillery horses, and did receive the same from said Neill as artillery horses, at the price of one hundred and fifty dollars each. This at St. Louis, about the 10th of September, 1861."

Specification 17th—"That on or about the — day of —, 1861, when one Almon Thompson offered to sell to him, Major *Justus McKinstry*, Quartermaster aforesaid, a number of mules, about seventy, fit and proper for the service, and when said mules were greatly needed in the service, he, said *McKinstry*, did not and would not purchase said mules, nor cause the same to be inspected for a long time, nor until said Thomson paid one James B. Neill fifty dollars to have his mules purchased, and then said *McKinstry* had said mules inspected and purchased the same; he, said *McKinstry*, thereby then and there prostituting his office, with intent to favor the said James B. Neill."

Specification 18th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, when one James Everett, of Saint Louis, Missouri, about the 28th August, 1861, offered to sell him a large number of horses fit and proper for the service, some of them as cavalry and some of them as artillery horses, and would have sold them to him at about one hundred dollars each all round, refused and neglected to purchase said horses, or inspect the same, and did not and would not inspect the same, till said Everett was compelled to sell his horses to Charles M. Elleard and F. J. Flannagon and others, to whom said Major *McKinstry* was paying higher prices for said horses; and when said Everett had so disposed of the horses, he, Major *Justus McKinstry*, purchased the same horses from Elleard and Flannagon and others, at one hundred and nineteen dollars each for cavalry, and one hundred and fifty dollars each for artillery horses, to the waste and squandering of the public funds; he, said *McKinstry*, thereby then and there intending to compel said Everett to turn his horses over to said Elleard and Flannagon and others, contractors at higher prices, and to enable them to make large gains above the market value of said animals. This at Saint Louis, on or about September 6, 1861."

Specification 19th—"In this; that he, Major *Justus McKinstry*, Quartermaster, at Saint Louis, when one John Allen, of St. Louis, was able and willing to sell him a large number of mules and cavalry and artillery horses fit and proper for the service, and offered to do so, the cavalry and artillery horses at about one hundred and five dollars each, and the mules at about one hundred and nine dollars each, failed, neglected, and refused to inspect or purchase said animals, until said Allen had been compelled to sell them to contractors, to whom he, *McKinstry*, was paying higher prices, to wit: one hundred and nineteen dollars each for mules and cavalry horses, and one hundred and fifty dollars each for artillery horses; that is to say, to B. F. Fox, of Illinois, Charles M. Elleard, Leonidas Haskell, James B. Neill, of Saint Louis, and F. J. Flannagon, and others; and when said Allen had so sold his animals, he, said *McKinstry*, did purchase the same animals from said contractors for the prices last mentioned, thereby prostituting his office as Quartermaster, with intent to secure large gains above the market value to said Elleard, Flannagon, Haskell, Fox, and others, to the waste and squandering of the public funds. This about the twentieth September, 1861, at Saint Louis, Missouri."

Specification 20th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, when one Josephus Irvine, of Pike county, Missouri, was able and willing, and offered to sell to him a large number of horses and mules fit and proper for the service, at one hundred and ten dollars each, and to enter into bonds to comply therewith, he, said Major *McKinstry*, falsely stated to said Irvine that Government did not want any more stock, and did not and would not purchase from said Irvine, notwithstanding he, said Major *Justus McKinstry*, Quartermaster aforesaid, was, at the same time, purchasing horses and mules no better than said Irvine's from other persons—that is to say, F. J. Flannagon, James B. Neill, B. F. Fox, Charles M. Elleard, and others—for one hundred and nineteen dollars, thereby then and there intending to compel said Irvine to sell his mules to persons to whom he was paying higher prices, to the waste and misapplication of the public funds." This on or about the twentieth September, 1861."

Specification 21st—"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, when one Robert P. Coffey, of the city of Saint Louis, was desirous of selling to Government a large number of mules fit and proper for the service, at one hundred and eight dollars each, and offered them to said Major *McKinstry*, he, said *McKinstry*, failed and refused to purchase the same, until said Coffey had been compelled to sell them to one Captain Leonidas Haskell, at one hundred and eight dollars each, in Missouri Bank paper, after which, he, said Major *McKinstry*, purchased the same mules from said Haskell at the price of one hundred and nineteen dollars each, with intent to secure to said Haskell large gains above the market value of said animals, and to the waste and squandering of the public funds and the disgrace of the service."

Specification 22d—"In this; that he, Major *Justus McKinstry*, having purchased of one Robert W. Peay, of the city of St. Louis, two hundred and ninety mules for the service, at the price of one hundred and ten dollars each, on or about the 20th day of September, 1861, afterwards issued to one James B. Neill, of the city of St. Louis, a voucher for the same mules as if sold to the United States by said Neill. Said voucher is in the words and figures following to wit:

'No. 12.

'The United States,

'To James B. Neill,

Dr.

'Date of purchase.

'Dolls. Cts.

'1861.

'August 16, 40 mules,	} at \$119.....	39,984 00
" 17, 6 "		
" 20, 263 "		
" 21, 27 "		

'I certify that the above is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of September, 1861.

(Signed,)

'J. MCKINSTRY,

'Major and Senior Quartermaster.

'Received at ———, the ——— of ———, 186—, of ——— ———, Quartermaster, United States Army, the sum of thirty thousand

nine hundred and eighty-four dollars and ——— cents, in full of the above account.

‘(Signed in duplicate.)

(Signed,)

‘JAMES B. NEILL.’

The charge for two hundred and sixty-three mules, under date of 20th, and of twenty-seven mules, under date 21st, in said voucher, being the same mules sold by said Peay to said Major *McKinstry*, which said voucher was and is false: in this, that said two hundred and ninety mules were not sold to said *McKinstry* by said Neill at all, but were sold by Robert W. Peay to said *McKinstry*, Quartermaster as aforesaid, for one hundred and ten dollars each, and not for one hundred and nineteen dollars each, as stated in the voucher; he, said Major *Justus McKinstry*, thereby intending to secure to said Neill, or others in collusion with him, large gains by means of said false voucher, to the waste and squandering of the public funds and the disgrace of the service.”

Specification 23d—“In this: that he, Major *Justus McKinstry*, Quartermaster aforesaid, when, about the first day of September, 1861, one Robert W. Peay, of St. Louis, was able and willing to furnish to his department about eight hundred mules, during the residue of said month, for about the sum of one hundred and eight dollars each, in Missouri Bank paper, and offered to contract with him to furnish said mules of quality fit and proper for the service, failed, neglected, and refused to entertain the proposition of said Peay, and told said Peay the Government did not want any more mules then: but afterwards, when said Peay had sold his mules to one Leonidas Haskell, from whom he, Major *Justus McKinstry*, Quartermaster aforesaid, was purchasing mules at one hundred and nineteen dollars each, and said Haskell had purchased said Peay’s mules for one hundred and eight dollars each in said Missouri Bank paper, he, said Major *McKinstry*, purchased the same mules from said Haskell as fast as said Peay turned them over to Haskell, he, said *McKinstry*, taking every one from said Haskell at one hundred and nineteen dollars each, to the number of about eight hundred. This on the first day of September, and on divers days between

that and the seventh day of October, 1861, at St. Louis, Mo.: he, said Major *McKinstry*, intending thereby to secure large gains to said Haskell above the market value of said animals, to the wastage of the public funds."

Specification 24th—"In this; that he, Major *McKinstry*, Quartermaster aforesaid, on the first day of July, eighteen hundred and sixty-one, and on divers days between that and the sixth day of October, in the same year, as Quartermaster aforesaid, did purchase, altogether, a large number of horses for the service—to wit: about fifteen hundred—at rates of about one hundred and fifty dollars for artillery, and one hundred and nineteen dollars for cavalry per head, which were unfit for the service, and almost worthless, from being too young or too old, blind, weak-eyed, damaged, worn-out, or diseased: he, said Major *Justus McKinstry*, acting in that behalf in gross carelessness and disregard of the interests of the service, to the misapplication and wasting of the public funds."

Specification 25th—"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, did, on the first day of July, eighteen hundred and sixty-one, and on divers days between that day and the sixth October, in the same year, at St. Louis, Mo., did purchase for his department a large number of mules at one hundred and nineteen dollars each—viz: altogether about one thousand mules—which were unfit for the service, and almost worthless, from being too old or too young, blind, weak-eyed, damaged, worn-out, or diseased: he, said Major *McKinstry*, acting in that behalf in gross carelessness and disregard of the interest of the service, to the waste and squandering of the public funds."

Specification 26th—"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, having, on or about the tenth day of August, 1861, authorized one Charles M. Elleard, without any previous advertisement for proposals, to furnish to his department a large number of artillery and cavalry horses, at the price of one hundred and fifty dollars for artillery horses, and one hundred and nineteen dollars for cavalry horses, said prices being exorbitant

and above the market values, and said contract being worth about the sum of forty thousand dollars to said Elleard, he, said Major *Justus McKinstry*, in consideration of granting such a favor to said Elleard, undertook to appropriate a portion of said profits; that is, he, said Major *McKinstry*, required said Elleard to allow one P. Brady, of Detroit, Michigan, to share with him equally said profits; and though said Elleard did not want said Brady as a partner, and said Brady was of no use to said Elleard, yet, in consideration of securing the favor of said Major *McKinstry* as Quartermaster and contracting agent of the Government, and for no other consideration, he, said Elleard, consented, at *McKinstry's* demand, to allow said Brady to receive twenty thousand dollars, or thereabout, of said profits; he, said *McKinstry*, thereby prostituting his office to secure for said Brady, and others in collusion with him, said amount of money, to the disgrace of the service."

Specification 27th—"In this; that one Alfred B. Ogden, being architect for Benton Barracks, with authority from Major *Justus McKinstry* to let out the roofing of said barracks, and said Ogden having stipulated for and received from one Henry Clapp, of St. Louis, a written order, substantially as follows: 'Major *McKINSTRY*: Please pay to the bearer, *4*th L. Bierce, the sum of \$700, against contract for materials furnished August 14, 1861. (Signed) *HENRY CLAPP*,' as a bribe to him, said Ogden, for accepting the bid of said Clapp, and securing to him, said Clapp, the job of roofing, and said Ogden notwithstanding his receiving said order as a consideration for giving the job to Clapp, having failed to do so, and said Clapp having spoken of the said facts, which came to the knowledge of Major *Justus McKinstry*, Quartermaster afore said, he, said *McKinstry*, on the twenty-third day of August, eighteen hundred and sixty-one, at St. Louis, Missouri, caused said Clapp to come before him as Provost Marshal of St. Louis, and the said *McKinstry* did then and there, by cursing and abusing said Clapp, by denouncing him as a 'liar' and a 'disunionist,' by threatening 'to imprison' him, said Clapp, and 'feed him on bread and water,' and by ordering a file of sol-

diers, whom he paraded before said Clapp, to seize and take him away, greatly terrify and frighten said Clapp, and by means thereof did force and compel him to sign and swear to the following statement :

‘ST. LOUIS, August 23, 1861.

‘Having charged Mr. Ogden, the architect of the government, with fraud in the management of the business intrusted to him by the Quartermaster, I hereby revoke said charge and relieve him from the same. I hereby swear and declare that I am a good loyal citizen of the United States, and will do all that is in my power to uphold and protect the same: that I will not, directly or indirectly, give aid or information to the enemy in any manner or form.

(Signed,)

‘HENRY CLAPP.

‘Sworn to and subscribed in presence of S. B. Brady and S. B. Lowe.’

All that portion of said statement relating to *revoaking the charge of fraud and relieving said Ogden therefrom being false entirely*, and being extorted from said Clapp against his free will and consent, by the means aforesaid, employed by said Major J. McKinstry, to the great oppression of said Henry Clapp and to the deep disgrace of the service.”

Specification 2nd—“ In this: that he, Major *Justus McKinstry*, Quartermaster, when one Alexander Largue, of the city of St. Louis, on or about September 10, 1861, offered to sell to him a lot of covered canteens, 4,000 in number, fit and proper for the service, for 36½ cents each, and offered to contract to deliver to him a very large quantity of such canteens for the same price, to be delivered to suit the convenience of said Quartermaster *McKinstry*, failed and refused to purchase the same or contract with said Largue in that behalf, but referred him to one S. B. Brady, of Detroit, Michigan, who then and there purchased the same 4,000 canteens from Largue at 36½ cents each, and afterwards sold them to the Quartermaster’s department at St. Louis, Mo., through Captain W. G. Rankin, a junior quartermaster, for 44 cents each, who issued to said Brady a voucher, which, so far as relates to said canteens, is in the words and figures following, to wit:

‘United States,

‘1861.

‘To S. P. Brady.

‘October 4. For 4,000 canteens, 44 cents \$1,760 00

‘I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 31st December, 1861.

‘W. G. RANKIN,

‘Captain, 13th Infantry.’

That he, said *McKinstry*, did suffer and permit said Brady so to purchase and sell said canteens, to the gross neglect and disregard of the interest of the service, and with intent to secure to said Brady a speculation on the same.”

Specification 29th—“In this; that he, Major *J. McKinstry*, Quartermaster aforesaid, on or about the nineteenth day of August, 1861, having need to purchase for his department a large number of common tents, did not and would not suffer one Henry Martin, of the city of St. Louis, to sell them to him at the market value; but when said Martin wrote him a note, offering to furnish him a large number, referred said Martin to one Joseph S. Pease, who charged said Martin a commission of five per cent. on the value of all the tents he, said Martin, sold to him, Pease; and when said Pease had in this way purchased the tents from Martin, he, Major *McKinstry*, Quartermaster aforesaid, purchased the same tents from Pease at a price which enabled said Pease to make said commission clear; he, said Major *McKinstry*, thereby prostituting his office, with intent to secure to said Pease said commission from said Martin, to the oppression of said Martin and to the disgrace of the service.”

Specification 30th—“In this; that on or about the first day of August, 1861, he, said Major *Justus McKinstry*, Quartermaster aforesaid, gave to one Joseph S. Pease the control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease to compel tentmakers to pay him, Pease, a commission in order to sell their tents; and when one Horace Hallon had paid to said Pease a commission of five per cent. on a large number of tents which he sold Pease, he, said Major

J. McKinstry, purchased the same tents from said Pease at a price which enabled said Pease to make said commission clear: he, said Major *Justus McKinstry*, thereby prostituting his office, with intent to compel said Holton to pay such commission to said Pease, to the great oppression of said Holton and to the disgrace of the service."

Specification 31st—"In this: that he, Major *Justus McKinstry*, Quartermaster aforesaid, on or about the first day of August, 1861, gave to one Joseph S. Pease control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease a commission in order to sell their tents; and when John G. Dodge, of said city, had so paid to said Pease a commission of two and a half per cent. on a large number of tents he sold him, he, said Major *McKinstry*, Quartermaster aforesaid, purchased the same tents from Pease at a price which left said Pease to retain said commission, thereby prostituting his office, with intent to secure said commission to Pease, to the oppression of the said Dodge."

Specification 32d—"In this: that he, Major *Justus McKinstry*, Quartermaster aforesaid, on or about the first day of August, 1861, gave to one Joseph S. Pease control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease to compel tentmakers to pay him, Pease, a commission in order to sell their tents; and when James Sanders, of said city, had so paid to said Pease a commission of five per cent. on a large number of tents he sold him, he, said Major *McKinstry*, Quartermaster aforesaid, purchased the same tents from Pease at a price which left said Pease to retain said commission, thereby prostituting his office, with intent to secure said commission to Pease, to the oppression of the said Saunders."

Specification 33d—"In this: that he, Major *Justus McKinstry*, Quartermaster aforesaid, on or about the first day of August, 1861, gave to one Joseph S. Pease control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease to compel tentmakers to pay him, Pease, a commission in order to sell their tents; and when Malcolm Mc-

Quaig, of said city, had so paid to said Pease a commission of — per cent. on a large number of tents he sold him, he, said Major *McKinstry*, Quartermaster aforesaid, purchased the same tents from Pease at a price which left said Pease to retain said commission, thereby prostituting his office, with intent to secure said commission to Pease, to the oppression of the said McQuaig."

Specification 34th—"In this: that he, Major *Justus McKinstry*, Quartermaster as aforesaid, having need, on or about the first day of August, 1861, to purchase tents for his department, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease, a relative by marriage, to furnish the same for him; and when one Clemens & Co., tent-makers, of the city of St. Louis, had sold to said Pease a lot of one hundred tents for twenty-two dollars each, he, Major *McKinstry*, purchased from said Pease the same tents for thirty dollars each: he, said *McKinstry*, thereby then and there intending to secure to said Pease, and others in collusion with him, large gains to the waste and squandering of the public funds."

Specification 35th—"In this: that he, Major *J. McKinstry*, on or about the 1st day of August, 1861, having need to purchase for his department a large number of tents, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease to furnish the same to him: and when said Pease in this way had purchased from John G. Dodge a number of tents at the same price for which said Dodge would have sold them to said Major *McKinstry*, Quartermaster as aforesaid, he, said *McKinstry*, purchased the same tents from said Pease at a large advance on the price which said Pease had paid to Dodge. This on the 1st day of August, 1861, and on divers days between that day and the sixth day of October, 1861, at St. Louis, Mo."

Specification 36th—"In this: that he, Major *J. McKinstry*, Quartermaster, on or about the 1st day of August, 1861, having need to purchase tents for his department, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease to furnish him the same: and

when said Pease had purchased of one John G. Dodge, a tent-maker of the city of St. Louis, a lot of tents for fifty-five dollars each, he, said *McKinstry*, then and there purchased the same tents of said Pease at the price of sixty-five dollars each; he, said Major *McKinstry*, thereby intending to secure to said Pease, and others in collusion with him, large gains over the market value of the articles purchased. This on the day last mentioned, and divers other days between that day and the 6th October, 1861, at St. Louis, Mo."

Specification 37th—"In this; that he, Major *J. McKinstry*, Quartermaster aforesaid, on or about the 26th day of July, 1861, having need to purchase a large number of tents for his department of all descriptions, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease to purchase up the tents in the Saint Louis market, and to contract to purchase these articles from the tentmakers of the city, at the best terms he could procure; and when he, said Pease, had so procured the tents, he, Major *McKinstry*, purchased the same tents from Pease at a large advance on the prices which Pease paid, and at which he, *McKinstry*, might have procured them himself directly from the tentmakers, thereby intending to secure large gains to said Pease, and others in collusion with him, to the misapplication and squandering of the public funds. This at Saint Louis, on the day last mentioned, and on divers days between that day and the 6th October, 1861."

Specification 38th—"In this; that he, Major *Justus McKinstry*, on or about the 9th day of August, 1861, and on divers days between that day and the sixth day of October, 1861, having need to purchase mess-pans for his department, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, authorized Messrs. Child, Pratt & Fox, hardware merchants, of Saint Louis, Mo., to furnish him, as Quartermaster, with said articles; and said Child, Pratt & Fox, between the days aforesaid, at divers times, purchased of one Giles F. Filley, of the city of St. Louis, about six thousand mess-pans at about 29½ cents each, and when said Child, Pratt &

Fox had so purchased said articles, he, said Major *Justus McKinstry*, purchased from said Child, Pratt & Fox the same mess-pans for 35 cents each, which was an exorbitant price; thereby then and there intending to secure large gains above the market value of said articles to said Child, Pratt & Fox, and others in collusion with them, to the waste of the public funds, and gross neglect and disregard of the interests of the service."

Specification 39th—"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, on or about the 9th day of August, 1861, and on divers days between that day and the sixth day of October, 1861, having need to purchase camp-kettles for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized Messrs. Child, Pratt & Fox to furnish him, as Quartermaster, with said articles; and said Child, Pratt & Fox, on the days and at divers times between the days last mentioned, purchased of Giles F. Filley, of St. Louis, about five thousand camp-kettles at about 42½ cents each, and when, and as fast as said Child, Pratt & Fox had so purchased the said articles, he, said Major *Justus McKinstry*, purchased from said Child, Pratt & Fox the same camp-kettles for sixty-five cents each, which was an exorbitant price; thereby then and there intending to secure large gains to said Child, Pratt & Fox, and others in collusion with them, to the gross neglect and disregard of the interest of the service, and to the waste of the public funds."

Specification 40th—"In this; that he, Major *McKinstry*, Quartermaster aforesaid, on the — day of September, 1861, and on divers days between that day and the sixth day of October, 1861, having need to purchase tin plates for his department, did not and would not purchase the same in the market nor for the market price, but authorized said Child, Pratt & Fox, without any advertisement for proposals, to furnish the same to him as Quartermaster; and said Child, Pratt & Fox, on the days aforesaid, and on divers days between those days, purchased of Oliver D. Filley, of the city of St. Louis, about fifteen hundred tin plates at about 4½ cents each, and when said Child, Pratt &

Fox had so purchased said tin plates, and as fast as they purchased them, he, said *McKinstry*, Quartermaster aforesaid, purchased from said C., P. & F. the same tin plates at seven cents each, which was an exorbitant price: thereby then and there intending to secure large gains to said Child, Pratt & Fox, and others in collusion with them, to the gross neglect and disregarding the interests of the service, and to the waste of the public funds."

Specification 41st--"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, on the 1st day of August, 1861, and on divers days between that day and the 6th day of October, 1861, having need to purchase picket-pins for his department, did not and would not purchase them in the market nor for the market value; but, without any advertisements for proposals, authorized Child, Pratt & Fox to furnish the same to him as Quartermaster aforesaid; and said Child, Pratt & Fox, on the days aforesaid, and between those days, at divers times, purchased in the city of St. Louis, of one Peter J. Pauley, about two thousand picket-pins at 45 cents each for a portion, and 35 cents each for the residue, and when they had so purchased said picket-pins, and as fast as they purchased them, he, Major *J. McKinstry*, Quartermaster aforesaid, purchased the same picket-pins from said Child, Pratt & Fox at the price of 65 cents each, which was an exorbitant price; he, the said *McKinstry*, thereby intending to secure to Child, Pratt & Fox large gains above the market value of these articles, to the gross neglect and disregard of the interests of the service, and to the waste of the public funds."

Specification 42d--"In this; that he, Major *Justus McKinstry*, Quartermaster as aforesaid, having had from one Thomas Hood, on or about the 9th day of April, 1861, a written proposal to furnish to his department picket-pins of quality fit and proper for the service, at the price of 25 cents each, and knowing that he could purchase in the market, in the city of St. Louis, as many picket-pins of the like quality, from the said Thomas Hood, as was needed for his department, at about 25 cents each, did not and would not purchase the same; but, without accepting said Thomas Hood's bid, and without seeking to procure picket-pins at their

market value, purchased from Child, Pratt & Fox about two thousand of these articles at 65 cents each, intending to secure large gains to said Child, Pratt & Fox, and others in collusion with them, to the waste and squandering of the public means, and to the gross neglect and disregard of the public interest."

Specification 43d—"In this; that he, Major *McKinstry*, on or about the 27th September, 1861, at St. Louis, having need to purchase overcoats for his department, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and when they had purchased then and there from Martin & Bros., at Saint Louis, 802 overcoats for the price of seven dollars and fifty cents each, (\$7.50,) he, said *McKinstry*, then and there purchased the same 802 overcoats from Child, Pratt & Fox for \$10.50 each, and afterwards issued to them a voucher for the same, which, so far as relates to said overcoats, is in the words and figures following, to wit:

'No. 12.

'The United States,

'To Child, Pratt & Fox, Dr.

'Date of purchase.

'1861.

'Dolls. Cts.

'September 26. 802 overcoats, at \$10.50 \$8,421 00

'I certify that the above is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

'J. MCKINSTRY,

'Brig. Gen'l, Ass't Quartermaster.'

He, said *McKinstry*, thereby then and there intending to secure to Child, Pratt & Fox, and others in collusion with them, large gains, to the waste of the public funds."

Specification 44th—"In this; that he, Major *J. McKinstry*, Quartermaster aforesaid, having need, about the 17th September, 1861,

at St. Louis, to purchase blouses for his department, did not and would not purchase the same in the market nor for the market value, but then and there authorized Child, Pratt & Fox to furnish the same; and when said Child, Pratt & Fox had purchased then and there, of Martin & Brothers, clothiers in St. Louis, 802 blue blouses, on September 17, 1861, for \$2.25 each, he, said *McKinstry*, purchased from said Child, Pratt & Fox the same 802 blue blouses for \$3 each; afterwards, on the 26th September, 1861, issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to the 802 blouses, is in the words and figures following, to wit:

‘No. 12.

‘The United States,

‘To Child, Pratt & Fox, Dr.

‘Date of purchase.

‘1861.

‘Dolls. Cts.

‘September 26. 802 blue blouses, at \$3 \$2,406 00

‘I certify that the above account is correct and just, and that the articles have been accounted for on my property returns for the quarter ending on the 30th September, 1861.

(Signed)

‘J. MCKINSTRY,

‘*Brig. Gen’l, Ass’t Quartermaster.*’

He, said *McKinstry*, thereby then and there intending to secure to said Child, Pratt & Fox large gains above market value of said articles, to the squandering of the public funds.”

Specification 45th—“In this; that he, Major *Justus McKinstry*, about the 19th September, 1861, at St. Louis, having need to purchase blouses for his department, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, then and there authorized Child, Pratt & Fox, a hardware house, to furnish the said articles to him; and when, on the 19th September, 1861, at St. Louis, said Child, Pratt & Fox had purchased of Martin & Brothers, clothiers of said city, 3,000 blue blouses for two dollars each, he,

said *McKinstry*, then and there purchased from said Child, Pratt & Fox the same 3,000 blue blouses for the price of three dollars each, and issued to said Child, Pratt & Fox therefor a voucher, of which, so far as the same relates to said blouses, the following is a copy:

‘No. 12

‘The United States,

‘To Child, Pratt & Fox,

‘Date of purchase.

‘1861.

‘Dolls. Cts.

‘September. 3,000 blue blouses, at \$3..... \$9,000 00

‘I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

(Signed)

‘J. MCKINSTRY,

‘Major and Assistant Quartermaster.’

He, said *McKinstry*, then and there intending to secure thereby large gains to said Child, Pratt & Fox, and others in collusion with them, to the waste of the public funds.”

Specification 46th—“In this: that he, Major *Justus McKinstry*, Quartermaster aforesaid, on or about the 21st September, 1861, at Saint Louis, having need to purchase soldiers’ pants for his department, did not and would not purchase the same in the market nor for the market value: but, without any advertisement for proposals, authorized Child, Pratt & Fox, hardware dealers, to furnish the same to him; and when said Child, Pratt & Fox had purchased them then and there, of Messrs Martin & Bro., nine hundred and four pairs of soldiers’ infantry pants, for the price of two dollars and fifty cents per pair, he, said Major *Justus McKinstry*, Quartermaster, purchased from said Child, Pratt & Fox the same 904 pair of pants at the price of three dollars and seventy-five cents per pair, and afterwards issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to said 904 pants, is in the words and *figures* following, to wit:

‘No. 12.

‘The United States,

‘To Child, Pratt & Fox, Dr.

‘Date of purchase.

‘1861.

‘Dolls. Cts.

‘September 26. 904 pair pants, at \$3.75..... 3,390 00

‘I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of September, 1861.

(Signed)

‘J. McKINSTRY,

‘Brig. Gen’l, and Quartermaster.’

He, said Major *McKinstry*, thereby then and there intending to secure to said Child, Pratt & Fox, and others in collusion with them, large gains, to the wasting of the public funds, over the market value of said articles.”

Specification 47th—In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, on or about the 21st September, 1861, having need to purchase for his department infantry jackets, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, authorized Messrs. Child, Pratt & Fox, dealers in hardware, to furnish the same to him; and when said Child, Pratt & Fox had purchased then and there, from Messrs. Martin & Bros., clothiers, of Saint Louis, nine hundred and four jackets, at the price of \$3.75 each, he, said Major *Justus McKinstry*, purchased from said Child, Pratt & Fox the same 904 infantry jackets for the price of \$5.75 each; and afterwards, on the 26th September, 1861, issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to said 904 infantry jackets, is in the words and figures following, to wit:

‘No. 12.

‘The United States,

‘To Child, Pratt & Fox, Dr.

‘Date of purchase.

‘1861.

‘Dolls. Cts.

‘September 26. 904 infantry jackets, at \$5.75..... 5,198 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of September, 1861.

(Signed)

'J. McKINSTRY,
'Brig. Gen'l, and Quartermaster.'

He, said *McKinstry*, thereby then and there intending to secure to said Child, Pratt & Fox large gains above the market value of the articles, to the waste of the public funds."

Specification 4th—"In this: that he, Major *McKinstry*, Quartermaster aforesaid, having need, about the 1st September, 1861, to purchase for his department cavalry equipments, did not and would not purchase the same in the market nor for the market value: but, without any advertisement for proposals, authorized Child, Pratt & Fox, hardware dealers, of St. Louis, to furnish them to him; and when said Child, Pratt & Fox had purchased in the market 293 sets of cavalry equipments for about the price of \$29.50 each, he, said *McKinstry*, did purchase the same cavalry equipments from said Child, Pratt & Fox for \$40 each, and afterwards issue vouchers therefor, which, so far as relates to said cavalry equipments, are in the words and figures following, to wit:

'No. 12.

'The United States,

'To Child, Pratt & Fox, Dr.

'Date of purchase.

'1861.

'Dolls. Cts.

'September 5. 100 sets cavalry equipments, complete,

\$40..... 4,000 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

(Signed)

'J. McKINSTRY,
'Brig. Gen'l, and Quartermaster.'

‘No. 12.

‘The United States,

‘To Child, Pratt & Fox, Dr.

‘Date of purchase.

‘1861.

‘Dolls. Cts.

‘September 12. 193 sets cavalry equipments, at \$40.. 7,720 00

‘I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

(Signed)

‘J. MCKINSTRY,

‘Brig. Gen'l, and Quartermaster.’

He, said *McKinstry*, thereby intending to secure to Child, Pratt & Fox large gains above the market value of the said articles, to the wasting of the public funds.”

Specification 49th—“In this; that he, Major *McKinstry*, Quartermaster aforesaid, on or about 25th August, 1861, at St. Louis, having need to purchase for his department covered canteens, did not and would not purchase them in the market nor for the market value; but, without any advertisement for proposals, authorized one Child, Pratt & Fox, hardware dealers, to furnish them; and said Child, Pratt & Fox, between the 28th August and the 6th of October, 1861, purchased in the market about fifteen thousand canteens, at the price of about 36½ cents each; and as fast as said Child, Pratt & Fox purchased said covered canteens, he, said *McKinstry*, as Quartermaster, purchased the same canteens from said Child, Pratt & Fox at the price of 60 cents each; he, said *McKinstry*, thereby intending to secure to said Child, Pratt & Fox large gains above the market value of said articles, to the waste and squandering of the public funds.”

Specification 50th—“In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, issued at St. Louis, Mo., a voucher in the words and figures following, to wit:

'The United States,

To Alexander Kelsy.

'1861.

'July 30.	28,000 pounds hay, at 70 cents per hundred	\$196 00
	514 $\frac{10}{35}$, 18,000 pounds oats, at 25 cents ...	128 55
	107 $\frac{8}{55}$, 6,000 pounds corn, at 25 cents, for Lieutenant Shreed's Volunteers, Cape Girardeau	26 80
29.	3,000 bushels (105,000 pounds) oats, at 25 cents, for Major Spicer's brigade Missouri Volunteers, Mexico Mission..	750 00
'Aug. 4.	5,000 bushels, 175,000 pounds, oats, at 26 cents, for Major Hatch, Quartermaster, Cairo	1,300 00
		<u>'2,401 35</u>

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending the 30th September, 1861.

(Signed)

•'J. McKINSTRY,
'Assistant Quartermaster.'

Which voucher so issued was and is false: in this, that said Kelsy did not sell the United States the quantity named, nor any hay, on or about the 30th July, 1861, or any other time: did not sell the United States the quantity named, or any oats, on or about the 29th or 30th July or 4th August, 1861, or any other time: did not sell the United States the quantity of corn named, or any quantity of corn at the time named, or any time, and said voucher was and is false in every particular; he, said Major *McKinstry*, thereby intending to prostitute his office to secure to one Joseph S. Pease, to whom he delivered said voucher, some benefit contrary to the rules and regulations of the army."

Specification 51st—"In this: that he Major *Justus McKinstry*, Quartermaster aforesaid, having need to purchase frying-pans for his department, did not and would not purchase the same in the market nor for the market value; but, about the 1st September, 1861,

authorized Child, Pratt & Fox to furnish the same to him: and when said Child, Pratt & Fox had purchased a large quantity, about five hundred frying pans, from John Grey and Company, Pittsburg, Pa., for about seventeen cents each, he, said *McKinstry*, purchased the same frying-pans from said Child, Pratt & Fox, at 50 cents each. This at St. Louis, on the 1st, 5th, 6th, 12th, 14th, 26th, and 30th days of September, 1861; thereby then and there intending to secure to said Child, Pratt & Fox large gains above the market value of said articles, to the waste and squandering of the public funds."

Specification 52d—"In this: that he, Major *McKinstry*, Quartermaster aforesaid, having need, about the 15th August, 1861, to purchase axes with handles to his department, he, said *McKinstry*, did and would not purchase the same in the market nor for the market value: but authorized said Child, Pratt & Fox, without any advertisement for proposals, to furnish the same; and so, between the day last mentioned and the 6th October, 1861, said *McKinstry* purchased from said Child, Pratt & Fox about 1,200 axes with handles, at one dollar fifty cents each, the market value whereof was about one dollar and fifteen cents each, to the great waste of the public funds, and the gross disregard of the public interests."

Specification 53d—"In this: that he, Major *McKinstry*, having need, about the 20th August, 1861, to purchase hatchets and handles for his department, did not and would not purchase them in the market nor for the market value: but, without any advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and in this way, on said 20th August, and on divers days between that day and October 6, 1861, purchased about one thousand hatchets and handles, from said Child, Pratt & Fox, for seventy-five cents each, the market value whereof was about 47 cents each, to the great disregard of the public interests and the waste of the public funds."

Specification 54th—"In this: that he, Major *Justus McKinstry*, Quartermaster, on or about the 4th September, 1861, at Saint Louis,

having need to purchase shoes for his department, did not and would not purchase the same in the market nor for the market value, but then and there authorized one Child, Pratt & Fox, a hardware house, to furnish the same to him; and when said Child, Pratt & Fox, about the 4th September, 1861, had purchased of Maury, Drake & Co., shoe dealers, 413 pair of shoes for one dollar thirty cents each, he, said *McKinstry*, then and there purchased of Child, Pratt & Fox, the same 413 pair of shoes for one dollar seventy-five cents each, and issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to said 413 pair of shoes, is in the words and figures following, to wit:

‘No. 12.

‘The United States,

‘To Child, Pratt & Fox, Dr.

‘Date of purchase.

‘1861.

‘Dolls. Cts.

‘September 5. 413 pair shoes, at \$1.75..... 722 75

‘I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the 30th September, 1861.

(Signed)

‘J. MCKINSTRY,

‘Major, Ass't. Quartermaster.’

He, said *McKinstry*, thereby then and there intending to secure to said Child, Pratt & Fox large gains above the market value of said articles, to the waste of the public funds.”

Specification 55th—“In this: that he Major *McKinstry*, Quartermaster aforesaid, having need, about the 20th August, 1861, to purchase shoes for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and when, on the day aforesaid, and between that day and the 1st October, 1861, said Child, Pratt & Fox had purchased, in the city of St. Louis, from Maury, Drake & Co., James F. Comstock & Co., Fiske, Knight & Co.,

North, Scott & Co., Claffin, Allen & Co., and John R. Leonberger, shoe dealers, about ten thousand pair of shoes, for about one dollar and thirty cents on the average each, he, said *McKinstry*, then and there purchased the same shoes, as Quartermaster, from Child, Pratt & Fox, at about the price of one dollar seventy-five cents each; he, said *McKinstry*, thereby then and there intending to secure thereby, to Child, Pratt & Fox, large gains above the market value of said articles, to the wasting of the public funds, and gross disregard of the interests of the service."

Specification 56th—"In this; that he, Major *Justus McKinstry*, Quartermaster aforesaid, on or about the 20th July, 1861, at Saint Louis, purchased of Child, Pratt & Fox, hardware dealers, a large quantity of worthless shoes, for about one dollar seventy-five cents each, being the same lot afterwards issued to Colonel Peter E. Blond's regiment, while stationed at Ironton, Missouri; he, said *McKinstry*, acting in that behalf in gross neglect and disregard of the interests of the service."

Specification 57th—"In this; that on or about the 1st day of August, 1861, when a lot of worthless shoes had been issued by his department to Colonel Peter E. Blond's regiment, then stationed at Ironton, Mo., and Oliver D. Filley and John T. Witzig had gone to his, *McKinstry's* office, in Saint Louis, to inform him of the fact, and to ascertain who had sold said lot of shoes to the department, and had produced to him a sample of the shoes, he, said *McKinstry*, failed and refused to make the proper investigation to detect the imposition, and took away and secreted the sample of said worthless shoes, with intent to screen and protect the offending party."

Specification 58th—"In this; that he, Major *McKinstry*, Quartermaster aforesaid, about the 1st August, 1861, having need to purchase knapsacks for his department, did not and would not purchase the same in the market nor for the market value; but, without advertisement for proposals, authorized Child, Pratt & Fox to furnish the same; and when, on the day last mentioned, and on

divers days between that and the 6th October, 1861, Child, Pratt & Fox had purchased in the market about 15,000 knapsacks, at about \$2.30 each, on the average, he, said *McKinstry*, Quartermaster, purchased the same knapsacks from Child, Pratt & Fox at from \$3.25 each to \$3.50 each; he, said *McKinstry*, thereby intending to secure to Child, Pratt & Fox large gains above the market value of said articles, to the wasting of the public funds, and gross disregard of the interests of the service."

Specification 59th—"Between the 15th August, 1861, and October 1st, 1861, *McKinstry* bought of Child, Pratt & Fox over 20,000 pair of soldiers' drawers, at 60 cents, for which Child, Pratt & Fox paid about 42 cents each, and which he could have bought at that price, if he had seen fit."

Specification 60th—"That between the 10th August, 1861, and October 6th, 1861, Quartermaster *McKinstry* bought of Child, Pratt & Fox about 1,500 spades, at a price of from \$1 each to \$1.15 each, an exorbitant price; the market value being about 65 cents each."

Specification 61st—"In this; that he, Major *Justus McKinstry*, on or about the 1st day of July, 1861, at St. Louis, Mo., having need to purchase a large quantity of army supplies for his department, did not and would not purchase the same in the market nor for the market value; but, without advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and said Child, Pratt & Fox did, under such authority, purchase, in the city of St. Louis, a vast quantity of army supplies, consisting of cavalry jackets, and pants and coats; infantry pants, jackets and coats; canteens, covered and uncovered; cavalry equipments; blankets; camp-kettles; mess-pans; picket-pins; axes, with handles; shovels; hatchets, with handles; boots and shoes; coffee-pots; coffee-mills; spades; canteens; tin plates; knapsacks; blouses; flannels; pickaxes and handles; blue cloth; water buckets; spurs and straps; army caps; horse-shoes; mule-shoes; horse-shoe nails; drawers; flannel shirts; fry-pans; wheelbarrows; horse brushes; horse rasps;

specie boxes; currycombs, and other articles, or some of them, to a large amount—say three hundred thousand dollars, more or less; and did purchase, under such authority, in the United States, east of the Mississippi river, a large amount of such articles, or some of them—say three hundred thousand dollars, more or less—in the city of St. Louis; and having so purchased the same articles, he, said *McKinstry*, purchased the articles so purchased by said Child, Pratt & Fox in the city of St. Louis at an advance upon the price stipulated for by them of from ten per cent. to one hundred per cent.; and he, said *McKinstry*, did purchase from said Child, Pratt and Fox the articles so purchased by them east of the Mississippi river at an advance upon the price stipulated for by them of from twenty per cent. to one hundred per cent.; he, said *McKinstry*, Quartermaster aforesaid, thereby intending to secure to said Child, Pratt & Fox large gains, to the wasting of the public funds, and to the disregard of the interests of the service.”

To all which specifications, and to the Charge, the accused pleaded “Not Guilty.”

FINDING.

The Court, having maturely weighed and considered the testimony adduced, finds the accused, Major *Justus McKinstry*, Quartermaster, United States Army, as follows:

Of the 1st and 2d *Specifications*, “Not Guilty.”

Of the 3d *Specification*, “Guilty, excepting the words ‘no better than Colburn’s,’ and ‘Almon Thompson,’ and ‘and F. J. Flannagan.’ ”

Of the 4th, 5th, and 6th *Specifications*, “Not Guilty.”

Of the 7th *Specification*, “Guilty, excepting the words ‘the market value of which was about ninety dollars only, each,’ and ‘and others in collusion with him.’ ”

Of the 8th *Specification*, “Guilty, excepting the words ‘the market value of which on the average was about one hundred and ten dollars only, each,’ and ‘and others in collusion with him.’ ”

Of the 9th *Specification*, “Guilty, excepting the words ‘about one thousand,’ and ‘the market value of which was about eighty dollars each,’ and ‘and others in collusion with him.’ ”

Of the 10th *Specification*, "Guilty, excepting the words 'about three hundred,' and 'and others in collusion with him.' "

Of the 11th *Specification*, "Not Guilty. Find the facts as set forth in this specification, but, owing to the accused's acting to some extent under the instructions of his commanding general, attach no criminality to the accused."

Of the 12th *Specification*, "Not Guilty."

Of the 13th *Specification*, "Guilty, excepting the words 'five hundred,' substituting the words *four hundred* therefor; and for the words 'ninety dollars,' substituting *one hundred* dollars; and in the place of 'one hundred dollars,' substituting *one hundred and fifteen* dollars."

Of the 14th *Specification*, "Not Guilty; but find the fact that Major *McKinstry* did pay one B. F. Fox an additional allowance of twenty-five dollars per head on a certain number of artillery horses, but, under the circumstances of the case, attach no criminality thereto, it appearing to be a simple act of justice to Fox."

Of the 15th, 16th, and 17th *Specifications*, "Not Guilty."

Of the 18th *Specification*, "Guilty; substituting in the place of 'one hundred dollars' the words '*one hundred, and one hundred and ten dollars,*' and excepting the words 'refused and,' 'and F. J. Flannagan,' 'and Flannagan,' and 'he, said *McKinstry*, thereby then and there intending to compel said Everett to turn his horse over to said Elleard and Flannagan, and other contractors at higher prices.' "

Of the 19th *Specification*, "Not Guilty; but find the fact of *McKinstry's* refusing to buy of John Allen, but, under the circumstances, attach no criminality thereto."

Of the 20th *Specification*, "Not Guilty. Find the fact that the accused did refuse to purchase of Josephus Irvine mules at (\$115) one hundred and fifteen dollars, but, under the circumstances attending the offer of said Irvine, attach no criminality thereto."

Of the 21st *Specification*, "Not Guilty."

Of the 22d *Specification*, "Guilty, excepting the words 'and others in collusion with him.' "

Of the 23d, 24th, 25th, 26th, 27th, and 28th *Specifications*, "Not Guilty."

Of the 29th *Specification*, "Guilty "

Of the 30th *Specification*, "Guilty."

Of the 31st, 32d, 33d, and 34th *Specifications*, "Not Guilty."

Of the 35th *Specification*, "Not Guilty; but find the fact that the accused purchased of Joseph S. Pease a number of tents, at an advance upon the price said Pease paid one Dodge, but attach no criminality thereto under the circumstances."

Of the 36th *Specification*, "Guilty, excepting the words 'and others in collusion with him.'"

Of the 37th *Specification*, "Guilty, excepting the words 'authorized one Joseph S. Pease to purchase up the tents in the Saint Louis market, and to contract to purchase these articles from the tentmakers of the city at the best terms he could procure, and,' and 'and others in collusion with him.'"

Of the 38th *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 39th *Specification*, "Guilty, excepting the words 'and as fast as,' and 'and others in collusion with them.'"

Of the 40th *Specification*, "Guilty, excepting the words 'as fast as they purchased them,' and 'and others in collusion with them.'"

Of the 41st *Specification*, "Guilty, excepting the words and figures '45 cents each for a portion, and,' and 'for the residue.'"

Of the 42d *Specification*, "Not Guilty."

Of the 43d *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 44th *Specification*, "Guilty."

Of the 45th *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 46th *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 47th *Specification*, "Guilty."

Of the 48th *Specification*, "Not Guilty."

Of the 49th *Specification*, "Guilty."

Of the 50th, 51st, 52d, and 53d *Specifications*, "Not Guilty."

Of the 54th *Specification*, "Guilty."

Of the 55th *Specification*, "Guilty."

Of the 56th and 57th *Specifications*, "Not Guilty."

Of the 58th *Specification*, "Guilty, substituting the figures \$2.40, in the place of \$2.30."

Of the 59th *Specification*, "Not Guilty; the specification failing to give the place, and also failing to designate in a proper manner the person charged."

Of the 60th *Specification*, "Not Guilty; the specification failing to give the place, and also failing to designate in a proper manner the person charged."

Of the 61st *Specification*, "Guilty, excepting the words 'upon the price stipulated for by them,' wherever they are written in this specification."

Of the CHARGE, "Guilty."

SENTENCE.

And the Court does therefore sentence Major *Justus McKinstry*, Quartermaster, United States Army, "*To be dismissed the service.*"

II.. The foregoing proceedings, findings, and sentence are approved; but, exercising the discretion given by Article 89 of the Rules and Articles of War, the execution of the sentence is suspended until the pleasure of the President of the United States can be known, upon the recommendation of some members of the Court for a remission or mitigation of the sentence, this suspension and the proceedings of the Court Martial being transmitted to the President for his determination.

H. W. HALLECK,

General-in-Chief.

HEADQUARTERS OF THE ARMY,

Washington, January 26, 1863.

The following are the orders of the President:

The sentence in the foregoing case will be carried into execution by the dismissal of Major *Justus McKinstry*, Quartermaster, United States Army, from the service of the United States.

ABRAHAM LINCOLN.

WASHINGTON, January 28, 1863.

III.. The General Court Martial, of which Brigadier General P. ST. GEORGE COOKE is President, is dissolved.

BY ORDER OF THE SECRETARY OF WAR:

L. THOMAS,

Adjutant General.

OFFICIAL:

Assistant Adjutant General.